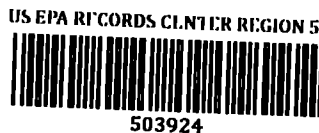




CITY OF DETROIT
PLANNING & DEVELOPMENT DEPARTMENT



2300 CADILLAC TOWER
DETROIT, MICHIGAN 48226
PHONE 313 • 224 • 6380
FAX 313 • 224-1629

E. 1
12/21/98

December 21, 1998

Ronald E. Christian
Vice President
General Counsel and Secretary
Michigan Consolidated Gas Company
500 Griswold
Detroit, Michigan 48226

RECEIVED

JAN 06 1999

*Ronald E. Christian
Office of General Counsel*

RE: 201 S. Green, Ward 18-Item 008891.001

Dear Mr. Christian:

You have advised us that the U.S. Environmental Protection Agency (EPA) and Michigan Consolidated Gas Co. have entered into an Administrative Order By Consent (Docket No. V-W-98-C-488) (hereinafter, the "AOC") regarding the above-referenced property. This Right of Entry letter was prepared in response to your request for an extension of a right of entry issued on August 18, 1998 to enter upon the above-referenced Site to establish site security and perform an Engineering Evaluation and Cost Analysis, all in accordance with the requirements of the AOC.

Please be advised that the City of Detroit hereby grants Michigan Consolidated Gas Company and its duly designated agents, contractors, representatives and consultants (collectively referred to as "MichCon") permission to enter the above-referenced Site to establish site security and perform an Engineering Evaluation and Cost Analysis, all in accordance with the requirements of the AOC.

This Right of Entry is subject in all respects to the following conditions:

- 1 Subject to satisfaction of the terms and conditions contained herein, this Right of Entry shall commence on August 14, 1998. Unless earlier terminated by the City, this Right of Entry shall automatically terminate upon completion of the work, or March 1, 1999, whichever is earlier, unless extended in writing by the City.
- 2 MichCon, on its behalf and on behalf of its agents, representatives, consultants, employees and contractors, shall hold the City of Detroit harmless and shall defend and indemnify the City of Detroit from and against any and all damages, claims, demands, and liabilities arising out of this Right-of-Entry (including, but not limited to any environmental release, threatened release, exacerbation, damage or contamination). MichCon shall cause its agents, representatives, consultants, contractors, and subcontractors accessing the Site to name the City of Detroit as additional insured, and shall be accompanied by a commitment from the insurer that such policies not be canceled or reduced without at least thirty (30) days prior notice to the City of Detroit. Certificates of Insurance evidencing such coverage shall be

DENNIS W. ARCHER, MAYOR

submitted to the City of Detroit prior to the commencement of performance under this Right-of-Entry.

3. Any equipment or materials brought onto the Site by MichCon shall be secured and maintained by MichCon, and MichCon shall hold the City harmless from and against any and all liability, damage, actions, claims, demands or costs of any kind related in whole or in part to maintenance, security or existence of said equipment or supplies.
4. MichCon shall not permanently impair nor damage the Site in any manner. MichCon shall restore the Site to as good as or better condition than currently exists on the Site immediately after completion of MichCon's activities on the Site, including but not limited to, proper abandonment of any wells not required for monitoring, filling of soil borings with clean and appropriate materials, and proper disposal of any and all soil cuttings. MichCon shall be responsible for the removal of any materials, tools and equipment brought on Site by MichCon and shall promptly remedy any alterations made to the Site as a result of the activities undertaken by MichCon pursuant to this Right of Entry. By executing this right of entry letter, MichCon agrees to properly abandon any and all monitoring wells upon completion of monitoring activities at the wells, and agrees to backfill any and all test pit areas upon request of P & DD with clean engineered fill compacted to 95% proctor meeting P & DD's specifications and requirements in all respects. The right of entry granted hereunder shall be deemed extended to permit such activities, provided that such activities must be co-ordinated with Mr. Patel of P & DD at the address below.
5. MichCon is entering upon and using the Site at its own risk, and accepts the Site "As Is" and assumes all risks associated with exercise of the privileges granted by this Agreement. The City makes no representation or warranty as to the status of title nor the physical or environmental condition of the Site, nor its fitness for any particular use. User shall take all precautions necessary to make the Site safe for the uses proposed.
6. MichCon's activities pursuant to this Right of Entry shall be limited to establishing site security and performing an Engineering Evaluation and Cost Analysis, in accordance with the requirements of the AOC. Implementation of a removal cleanup alternative is specifically not authorized under the terms of this Right of Entry; such removal cleanup alternative will require a separate Right of Entry once the alternative is selected. In the exercise of its privileges under this Agreement, MichCon shall prevent exacerbation of any existing contamination and any further release of hazardous substances by MichCon at the Site.

7. This Right of Entry may not be changed, terminated, waived, modified, or amended orally, but may be changed, terminated, waived, modified, or amended only by an instrument in writing signed by the parties.
8. MichCon shall provide to the City, simultaneously with provision of same to the EPA, copies of any and all draft and final work plans, engineering evaluations and cost analysis reports, health and safety plans, and other documents relating in any way to its activities at the Site.

Three copies of each of same shall be provided to:

Ramesh S. Patel
City of Detroit Planning and
Development Department
Suite 1602, Cadillac Tower
65 Cadillac Square
Detroit, Michigan 48226

9. This Right of Entry shall not preclude or restrict in any manner the access of City employees, officials and/or agents to the Site.
10. This Right of Entry is not assignable by MichCon and shall terminate automatically in the event of an attempted transfer or assignment.
11. This Right of Entry shall be governed by, and construed in accordance with, the laws of the State of Michigan.
12. Nothing contained in this Right of Entry shall inure to the benefit of or create any rights to any third party.

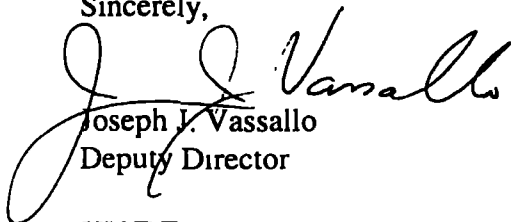
This Right of Entry will be effective only upon execution of the acknowledgment and agreement noted herein by an authorized representative of MichCon and upon delivery of same to Ramesh Patel



Ronald E. Christian
August 21, 1998
Page 4

of the City of Detroit Planning and Development Department at the above address. Upon delivery of the executed Right of Entry to Mr. Patel, the City will authorize the U.S. EPA to provide MichCon with the keys necessary to access the Site.

Sincerely,


Joseph J. Vassallo
Deputy Director

JJV/DEF/MR

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE ORIGINAL COPY OF THIS LETTER, CERTIFIES THAT IT IS AN AUTHORIZED REPRESENTATIVE OF MICHCON AND THAT MICHCON AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED THEREIN.

MICHIGAN CONSOLIDATED GAS
COMPANY

BY: 
(Its Authorized Representative)

Name: RONALD E. CHRISTIAN

Title: VICE PRESIDENT, G.C. & SEC.

Address: 500 Griswold St - G139

City/State/Zip: Detroit, MI 48226-3700

Telephone: (313) 256-5204

cc Ralph Dollhopf
Deborah Fisher
Ramesh Patel
Fred Rottach

Ronald E. Christian
Vice President
General Counsel and Secretary



Michigan Consolidated Gas Company
500 Griswold Street Detroit MI 48226

313 256-5204
313 256-5251 FAX

December 16, 1998

Mr. Joseph J. Vassallo
Deputy Director
City of Detroit
Planning & Development Department
65 Cadillac Square
2300 Cadillac Tower
Detroit, Michigan 48226

Re: 201 S. Green, Ward 18-Item 008891.001
Site Access Agreement (Agreement)

Dear Mr. Vassallo:

In accordance with Mr. Eric Lee's conversation with Ramish Patel from your department, I am writing this letter to request an extension of the August 18, 1998 Agreement. Presently, the Agreement will terminate upon the earlier of the completion of work or December 31, 1998. MichCon respectfully requests that the termination date be extended to the earlier of the completion of work or March 1, 1999.

If there are any questions regarding this letter, please contact Eric Lee at (313) 256-5095 or me at (313) 256-5204.

Respectfully,

A handwritten signature in black ink, appearing to be "W. Lee".

REC:jmr

cc: Ralph Dollhoph, EPA
Deborah Fisher, City of Detroit
Ramesh Patel, City of Detroit
Abed Houssari, MichCon
Eric Lee, MichCon
David Maurer, Pepper Hamilton L.L.P.